

December 20, 2022

Sent Via Fax: 7183139701

Violations Processing Center

P.O. Box 15186

Albany, New York 12212-5186

RE: Violation Administrative Fee

Violation: T317772699987-00001 and T21777269987-00001

Dear Messrs:

I am in receipt of your correspondence regarding the Violation Administrative Fee collection concerning the above violation. Kindly note the sequential timeline below as to the diligence with which I have sought to extinguish this matter:

- 9/28/22: Received invoice dated 9/18/22 with a payment date on 10/21/22.
- 10/23/22: I made an attempted payment twice, through the Tolls By Mail online platform; two separate processing HOLDS resulted from the Tolls By Mail platform, on my TD Bank account. Called Tolls By Mail on 10/24/22, seeking to resolve the processing HOLD – unresolved. Called again on 10/26/22 for further clarification – unresolved. 10/28/22 – I went to TD Bank at which time they confirmed that two draw attempts were made on my account which resulted in my account being put on a two-week HOLD. Throughout the two weeks, I could not access the dedicated funds with TD Bank having dedicated the \$1,161.40 as being processed in payments to Tolls By Mail; debit card could not be accessed or used. During this two week period late fees & violations continued to accrue on my unpaid tolls.
- 11/6/22: I confirmed that the Tolls By Mail payment was not processed via TD Bank online portal, the HOLD on the bank account was lifted.
- 11/16/22 – Confirming my next payment cycle, I went to the Tolls By Mail online platform which prompted me the option to create an EZ Pass account to reduce fines. I attempted to create an EZ Pass account, using my TD Bank checking account. The payment processed but was held, not applied, although TD Bank's records stated that the payment was in process.
- 11/18/22 – I called to clarify the payment processing to Tolls By Mail and was referred to EZ Pass. EZ Pass stated that the account creation was never confirmed and therefore the payment had not been processed or applied, referred back to Tolls By Mail. At which point, my TD Bank account reflected a processing HOLD for the payment in question.

Page Two

December 14, 2022

- 11/23/22: Confirmed that the payment made from TD Bank did not process with the funds remaining in the account. I mailed payment with the funds drawn on December 2, 2022 for \$1,685.50.
- 11/30/22: Received statement from Tolls By Mail in the amount of \$3,855.00. The statement provided that the balance may not reflect payments processed by mail.
- 12/10/22: Called Tolls By Mail at which point they confirmed that the statement amount of \$3,855.00 represented late fees accrued.

In furtherance of the foregoing, since August, 2022, I moved to New Jersey due to personal safety concerns following a series of events while residing in Brooklyn, New York, where I resided from 2017 – August, 2022. These events were born of the extraordinary circumstances brought about by COVID-19, factors for which I am keenly aware having physically worked through the emergent shutdown as an essential business, in coordination with the New York City Economic Development Corporation & local Manufacturers, producing FDA Emergency Use Authorized ventilator components along with donating 1000's of 3-D printed face shields to Brooklyn area hospitals. That said, despite my commitment to nurturing the community within Brooklyn, I was subjected to multiple violent attacks & witnessed a murder while only footsteps away from my home. Having left Brooklyn, my current commute ranges from 2.5 hours (*traffic dependent*) one way by car or near 3.0 hours one way by train, as you can ascertain I have limited personal time, grateful nonetheless to be employed. The vehicle in question belongs to my mother, however the registration & title of ownership will be transferred, therefore the obligation not unlike the circumstances, are my responsibility.

In consideration for the demand for Administrative Fees, citing my extensive attempts to meet my payment obligations, now extinguished through full payment. Citing *Farina v. Metropolitan Transportation Authority, et al.*, Case No. 1:18-cv-01433, I am seeking to resolve the Administrative Fees with a full and final settlement offset of \$500.00 with consideration to the foregoing facts brought to light.

Once a review of the settlement offer has been consented to, please provide a written reply and a bank check will be drafted and directed to your offices. To that end, I thank you in advance for your consideration. Kindly note that this letter was also sent via USPS on December 15, 2022.

Sincerely,

NOTICE OF VIOLATION ENFORCEMENT IMPENDING COLLECTION / LEGAL ACTION



02465
MARY BASILE-LOGAN
27 CHERRY ST
LEBANON, NJ 08833-2149

Violations Proc. Ctr.
fax 718.313.9701

Notice Date:	11/28/2022
Toll(s) Due:	\$305.10
Other Fee(s) Due:	\$0.00
Violation Fee(s) Due:	\$3,000.00
Total Due Immediately:	\$3,305.10

You have not responded to the prior TOLL BILL(s) requesting payment for the Toll(s) and Fee(s) listed below. This is your final notice and payment in full of the Toll(s), Fee(s) and Administrative Violation Fee(s) Due is required immediately. If payment has been submitted, please disregard this notice.

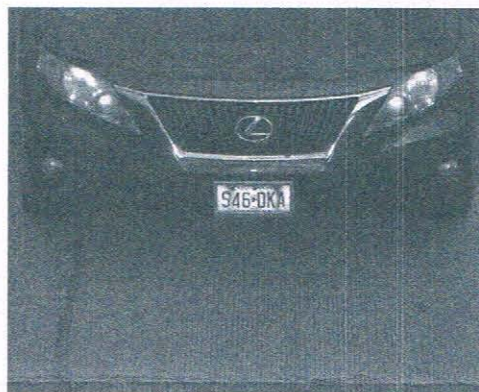
Failure to respond to this Notice of Violation may result in referral to a collection agency, imposition of additional fees and charges and/or suspension of your vehicle registration by the New York State Department of Motor Vehicles under 15 NYCRR 127.14 or exclusion from MTA B&T Facilities under 21 NYCRR 1020.7.

Public Authorities Law § 553 and 21 NYCRR §§ 1020.7, 1021.3 & 1023.7 prohibit vehicular crossings except upon payment of tolls at the place and time and in the manner established by MTA Bridges and Tunnels (legal name, Triborough Bridge and Tunnel Authority).

VIOLATION TRANSACTION(S) Facility Codes are available at www.e-zpassny.com/en/about/plazas.shtml

Violation Number	License Plate	Facility	Lane	Date	Time	Toll(s)	Other Fee(s)	Violation Fee(s)	Total
T217772699987-00001	NJ S46DKA	VNB	008	08/17/22	18:38:51	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00002	NJ S46DKA	VNB	020	08/18/22	07:51:19	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00003	NJ S46DKA	VNB	008	08/18/22	17:40:46	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00004	NJ S46DKA	VNB	020	08/19/22	08:07:08	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00005	NJ S46DKA	VNB	008	08/19/22	17:46:33	\$10.17	\$0.00	\$100.00	\$110.17

Continued on page 3



Dispute/Payment Options

Online



e-zpassny.com/payviolation

Mail



See Back of Notice

Phone



1-844-826-8400

Cash Payments



e-zpassny.com/retailerlocator

If you are a valid E-ZPass customer see Section C on the back of this notice.

DETACH PAYMENT COUPON BELOW

MARY BASILE-LOGAN

Violations Processing Center Violation #: T217772699987-00001
PO Box 15186
Albany, NY 12212-5186

T217772699987

Payment Instructions (or go to www.e-zpassny.com/payviolation):

- ☐ Check or Money Order Enclosed
☐ Credit Card Payment (VISA, AMEX, Discover, MasterCard)

Credit Card Number

Expiration Date

☐ Bank Account Payment

Bank Routing Number

Bank Account Number

I authorize The MTA Bridges and Tunnels (MTA B&T) to immediately make a one-time charge to my credit card or bank account supplied for the amount shown above.

Authorized Signature _____ Date _____

Notice Date:	11/28/2022
Toll(s) Due:	\$305.10
Other Fee(s) Due:	\$0.00
Violation Fee(s) Due:	\$3,000.00
Total Due Immediately:	\$3,305.10

Payment Enclosed

\$ _____

22008217772699987000000000000000112820220030510000030000000003305108

EXHIBIT 34

TBV



NOTICE OF VIOLATION ENFORCEMENT IMPENDING COLLECTION / LEGAL ACTION

Violation Number	License Plate	Facility	Lane	Date	Time	Toll(s)	Other Fee(s)	Violation Fee(s)	Total
T217772699987-00006	NJ S46DKA	VNB	021	08/22/22	07:59:32	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00007	NJ S46DKA	VNB	008	08/22/22	17:37:55	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00008	NJ S46DKA	VNB	020	08/23/22	07:29:26	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00009	NJ S46DKA	VNB	008	08/23/22	17:15:20	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00010	NJ S46DKA	VNB	020	08/24/22	08:13:54	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00011	NJ S46DKA	VNB	008	08/24/22	18:11:20	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00012	NJ S46DKA	VNB	021	08/25/22	07:33:02	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00013	NJ S46DKA	VNB	009	08/25/22	17:50:59	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00014	NJ S46DKA	VNB	020	08/29/22	08:05:24	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00015	NJ S46DKA	VNB	008	08/29/22	18:10:24	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00016	NJ S46DKA	VNB	020	08/30/22	08:11:26	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00017	NJ S46DKA	VNB	008	08/30/22	18:17:27	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00018	NJ S46DKA	VNB	020	08/31/22	07:37:33	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00019	NJ S46DKA	VNB	008	08/31/22	18:03:51	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00020	NJ S46DKA	VNB	020	09/01/22	07:26:35	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00021	NJ S46DKA	VNB	009	09/01/22	19:16:09	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00022	NJ S46DKA	VNB	008	09/02/22	13:29:03	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00023	NJ S46DKA	VNB	008	09/06/22	19:09:59	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00024	NJ S46DKA	VNB	008	09/07/22	17:38:28	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00025	NJ S46DKA	VNB	019	09/09/22	08:16:51	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00026	NJ S46DKA	VNB	019	09/13/22	08:45:21	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00027	NJ S46DKA	VNB	008	09/13/22	17:55:38	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00028	NJ S46DKA	VNB	019	09/14/22	08:11:03	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00029	NJ S46DKA	VNB	008	09/14/22	17:47:54	\$10.17	\$0.00	\$100.00	\$110.17
T217772699987-00030	NJ S46DKA	VNB	020	09/15/22	08:05:43	\$10.17	\$0.00	\$100.00	\$110.17
TOTALS						\$305.10	\$0.00	\$3,000.00	\$3,305.10

Roomeze

Co-signer Agreement

Roomeze LLC.

apply@roomeze.com

This agreement is Guarantee of Payment for the Lease dated ____/____/____ between

The Guarantor Mary B Hogan, The Landlord David Rohparvar,and The Tenant _____, Paying a monthly rent of \$1,050⁰⁰, forPremises located at: 910 Pitkin Avenue, Brooklyn NY 11221

I Mary B Hogan, a co-signer and "Guarantor" to the rental agreement above have completed a guarantor application for the express purpose of enabling building management to check my credit. I have no intention of occupying the premises referred to in the rental agreement above.

I understand that I will be responsible for the full amount of the monthly rent even if there are additional tenants and/or guarantors on the lease agreement.

I understand that I may be required to pay for rent, other applicable added rent charges or damage assessments in such amounts as are incurred by the tenant under the terms of this agreement if, and only if, the tenant themselves fail to pay.

I waive notice and do not have to be informed about any failure of performance or nonpayment by tenant. I also understand that this co-signer agreement will remain in force throughout the entire term of the tenant's tenancy, even if their tenancy is extended and / or changed in its terms.

Should any aspect of this agreement or tenancy be litigated, it will be litigated in New York City (By New York City Courts). Additionally the owners, Tenants and Guarantor hereby agree to waive their rights to a trial by jury and agree to have the matter tried by a judge.

Co-Signer Mary B Hogan

Notary Public

Name Mary B HoganAddress 27 Cherry St, Newark NJ 07102SSN XXX-XX-XXXX Date of Birth _____

R. Dale Winget
R Dale Winget
Attorney at Law
of New Jersey

Accepted By _____

Payoff Amount(s)

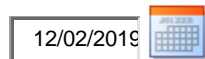
[Calculate
payoff amount](#)
[Understand
payoff amount](#)

The payoff amount(s) below include any interest through the selected payoff date.



[Sallie Mae Smart Option Student Loan #....4533](#) for THE NEW SCHOOL

Select a Date



Current Principal The sum of the unpaid disbursed amount borrowed plus the unpaid Disbursement Fee (if any), plus any other amounts that have capitalized.

\$33,629.40

Interest Due The sum of any Unpaid Interest plus any interest that will accrue through the selected payoff date.

\$103.34

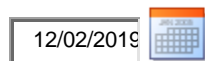
Payoff Amount

\$33,732.74



[Sallie Mae Smart Option Student Loan #....7925](#) for THE NEW SCHOOL

Select a Date



Current Principal The sum of the unpaid disbursed amount borrowed plus the unpaid Disbursement Fee (if any), plus any other amounts that have capitalized.

\$5,510.55

Interest Due The sum of any Unpaid Interest plus any interest that will accrue through the selected payoff date.

\$21.10

Payoff Amount

\$5,531.65

Total Payoff Amount

\$39,264.39

From this account:

[Payoff loan\(s\)](#)

[Cancel](#)